

The Orissa Gazette

EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 7 CUTTACK, MONDAY, JANUARY 3, 2011 / PAUSA 13, 1932

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 24th December 2010

No. 10837—li/1(S)-20/2007-L.E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 11th May 2010 in I.D. Case No. 6 of 2008 of the Presiding Officer, Labour Court, Sambalpur to whom the industrial dispute between the Management of M/s UNI-SANKYO Ltd., Hyderabad and Workman Shri Satyajit Mohanty, Sales Promotion Employees represented through Orissa Sales Representative Union, Sambalpur was referred to for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE COURT OF THE PRESIDING OFFICER

LABOUR COURT, SAMBALPUR

INDUSTRIAL DISPUTE CASE No. 6 OF 2008

The 11th May 2010

Present :

Miss Sarojini Mahapatra, M.A., LL.B.,
Presiding Officer,
Labour Court, Sambalpur.

Between :

The Management of
M/s UNI-SANKYO Ltd.,
Hyderabad, Plot. No. 13
Sagar Society Road, No. 2
Banjara Hills, Hyderabad-500034.

.. First-party Management

And

Its Workman Shri Satyajit Mohanty,
Sales Promotion Employees
represented through Orissa
Sales Representatives Union,
Sambalpur in front of AIR Colony,
V.S.S. Marg, Sambalpur-768001.

.. Second-party Workman

Appearances :

Mr. V. V. S. Somayajulu.	.. For the First-party Management
Head-HR & Admin.	
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Self	.. For the Second-party Workman

AWARD

This case arises out of the reference made by the Government of Orissa, Labour & Employment Department under sub-section (5) of Section 12, read with clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) vide Memo. No. 3898 (5)-LE., dated the 29th March 2008 for adjudication of the dispute in the Schedule :

“Whether the termination of services of Shri Satyajit Mohanty, Sales Promotion Employees with effect from 8-8-2006 by the management of M/s UNI-SANKYO Ltd., Plot No. 13, Sagar Society Road, No. 2, Banjara Hills, Hyderabad-500034 is legal and/or justified ? If not, what relief Shri Mohanty is entitled to ?”

2. Both the parties are present and filed joint petition signed by the parties (The workman and the management) along with the Memorandum of Settlement drawn up in Form-K with a prayer to dispose of this case in terms of settlement. The Memorandum of Settlement was read over and explained to the workman and he admitted that the contents thereof to be true and correct. The representative of the management also signed on this Memorandum of Settlement. Since both the parties have settled their disputes amicably and the workman has no interest to proceed with the case, the joint petition filed by both the parties is allowed. Accordingly the Award be passed in terms of settlement. Hence, the Memorandum of Settlement do form part of the Award.

This Award is passed in terms of the settlement between both the parties.

Dictated and corrected by me.

SAROJINI MAHAPATRA
11-5-2010
Presiding Officer
Labour Court, Sambalpur

SAROJINI MAHAPATRA
11-5-2010
Presiding Officer
Labour Court, Sambalpur

By order of the Governor
P. K. Panda
Under-Secretary to Government

FORM 'K'

(Under Rule 64 of the Orissa Industrial Disputes Rules, 1959)

MEMORANDUM OF SETTLEMENT**Name of the Parties**

Representing Employer	..	M/s UNI-SANKYO Ltd., PLOT No. 13, SAGAR SOCIETY, ROAD No. 2 BANJARA HILLS, HYDERABAD-500034 Represented through Mr. V.V.S. SOMAYAJULU-Head (HR & Admn)
Representing Workman	..	Shri Satyajit Mohanty, Ex-Medical Sales Representative, Uni-Sankyo Ltd. at Sambalpur, Orissa.

SHORT RECITAL OF THE CASE

WHEREAS the representing workman Shri Satyajit Mohanty was working with the representing employer M/s Uni-Sankyo Ltd. as Medical Sales Representative ;

AND WHEREAS the representing workman during his service with the representing employer had resorted to serious acts of misconducts followed by holding of domestic inquiry for such misconducts resulting in termination of the services of the representing workman by the representing employer ;

AND WHEREAS the matter came up for conciliation before the District Labour Officer, Sambalpur which ended in a failure ;

AND WHEREAS the Government of Orissa in the Labour & Employment Department has referred the matter in dispute between the representing employer and the representing workman for adjudication to the Labour Court, Sambalpur which has been registered as I.D. case No. 06 of 2008 on the file of Labour Court, Sambalpur, Orissa and is pending for disposal in accordance with law ;

AND WHEREAS in the meantime the representing workman has approached time and again to the representing employer to settle up his matter out of the Court and requested for financial assistance in lieu of settlement ;

AND WHEREAS after several rounds of discussions between the representing employer and the representing workman, it is agreed by both the concerned parties to reach to a settlement and, therefore, to reduce the terms of settlement between the representing parties, it is hereby agreed to enter into the settlement on the following terms under the provisions of Industrial Disputes Act, 1947 on the Eleventh Day of May 2010.

TERMS OF SETTLEMENT

- (i) The representing workman has agreed to accept and the representing employer has agreed to pay the workman a sum of Rs. 1,75,000 (rupees one lakh seventy-five thousand only) towards full and final settlement relating to his employment with the employer including gratuity, bonus, leave encashment, etc.
- (ii) The said payment by the representing employer to the representing workman shall be one time payment in lieu of all claims, consequential benefits, etc. of the workman as the

workman may be entitled for and admissible under the provisions of law and are coming under the purview of the I.D. Case No. 06/2008 pending in the Labour Court, Sambalpur. The said payment is made by the employer vide DD No. 200305, Dt. 11-5-2010 drawn on ICICI Bank, Sambalpur in favour of Mr. SATYAJIT MOHANTY, payable at Bhubaneswar and the representing workman hereby acknowledges the receipt of the said payment.

- (iii) With this present settlement, all claims made by the representing workman and are accrued under law against the representing employer shall be treated as fully settled leaving no claim whatsoever by the workman against the employer and that the relationship of employer and employee shall come to an end.
- (iv) It is agreed by the representing workman that he shall not make any claim whatsoever against the representing employer relating to his employment or non-employment or conditions of services in future in any Forum and Court of law as his claims are fully settled.
- (v) It is also agreed by the representing workman further that he shall not create any disturbance or engage himself in any unlawful activities against his representing employer.
- (vi) The representing workman will not be paid any other benefit/amount, whatsoever including reinstatement in service consequent to this settlement.
- (vii) Both the Management emphasized and workman assured that these terms are agreed purely on compassionate ground and hence shall not create precedent for any case in future.

In token of the acceptance of the above terms and conditions, both the parties have affixed their signatures hereunto on the date, month and year above mentioned at Sambalpur, Orissa.

SIGNATURE OF PARTIES

Witnesses	Workman
1. Satyabrata Mohapatra, Secretary Orissa Sales Representatives Union 11-5-2010	Mr. SATYAJIT MOHANTY 11-5-2010
2. Hemanta Kumar Singh Regional Business Manager 11-5-2010	Employer Sd./— M/s UNI-SANKYO LTD. Represented by Mr. V. V. S. SOMAYAJULU Head-HR & Admn. Uni-Sankyo Ltd.

RECEIPT

Received from M/s Uni-Sankyo Ltd., an amount of Rs. 1,75,000 (rupees one lakh seventy-five thousand) only towards full and final settlement of my account including Gratuity, Leave Encashment, Bonus, Service Compensation etc. in terms of Settlement under the Industrial Disputes Act, 1947 paid vide DD. No. 200305, dated 11th May 2010 of ICICI Bank.

Sambalpur
Date : 11-5-2010

Sd/
SATYAJIT MOHANTY